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TRA DOCKET ROOM

June 10, 2005

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Global Connection Inc of America Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No 05-00164

Dear Chairman Miller,

The Authority's Staff has recently raised a question with regard to the above-referenced filing. Apparently, Global Connection Inc of America is certificated in Tennessee under the named affiliate company, Global Connection Inc of Tennessee. Because the above-referenced amendment is signed by Global Connection Inc of America, the Staff asked whether or not the amendment must be re-signed by Global Connection Inc. of Tennessee.

The Interconnection Agreement between BellSouth and Global Connection Inc of America is a regional agreement which applies throughout BellSouth's entire nine state region. The Interconnection Agreement approved by the TRA in Docket No. 03-00282 included an Exhibit A, which references Global's affiliates. Since Global Connection of Tennessee is listed as an affiliate on Exhibit A of the approved Agreement, the parties respectfully request that the amendment be approved without having to be re-signed.

I am enclosing a copy of Exhibit A to the Interconnection Agreement for your reference.

Sincerely yours,

Guy M Hicks

cc: Bassam Abdallah, Global Connection Inc of America

By and Between
BellSouth Telecommunications, Inc.
And
Global Connection Inc. of America

03.00282

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Global Connection Inc. of America ("Global Connection"), a Georgia corporation on behalf and its certified operating affiliates identified in Exhibit A hereof, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Global Connection has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Level 3 Communications, LLC ("Level 3") dated January 1, 2001 for the states of AL, FL, GA, KY, LA, MS, NC, SC, and TN and to make available certain Statement of Generally Available Terms' (SGAT) rates for the state of GA, as approved May 31, 2001 by the Georgia Public Service Commission, and for the state of KY as approved March 28, 2002 by the Kentucky Public Service Commission.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Global Connection and BellSouth hereby agree as follows:

1. Global Connection and BellSouth shall adopt, with exceptions noted below, the Level 3 Interconnection Agreement dated January 1, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Level 3 Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Adoption Exhibit 1 - Title Page	1
Exhibit 1 – Level 3 Interconnection Agreement dated January 1, 2001	499
Exhibit 1 – Amendment Dated May 24, 2001	2
Exhibit 1 – Amendment Dated June 7, 2002	15
Total	521

2. The Parties hereby agree to replace GA Daily Usage File (ADUF/EODUF/ODUF) rates shown in both Attachment 1, Exhibit H and Attachment 7 Exhibit A with those reflected in Exhibit 2, attached hereto and by reference made a part of this Agreement.

3. The Parties hereby agree to replace Attachment 2, Network Elements, for KY in its entirety and replace with the Attachment 2, Network Elements, shown in Exhibit 3, attached hereto and by reference made a part of this Agreement.

4. The Parties hereby agree to modify Attachment 2, Exhibit C, for AL, FL, GA, LA, MS, NC, SC, and TN as follows:

- a. Delete 'individual features' category and rates.
- b. Delete 'all available features' rates and replace with those rates shown for 'three available features'.
- c. Delete 'three available features' category and rates.

5. The Parties hereby agree to replace Attachment 3, Network Interconnection, in its entirety for all states with the Attachment 3 shown in Exhibit 4, attached hereto and by reference made a part of this Agreement.

6. The Parties hereby agree to replace security deposit language in Section 6.7 of Attachment 1 and Section 1.8 of Attachment 7 with language reflected in Exhibit 5, attached hereto and by reference made a part of this Agreement.

7. In the event that Global Connection consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Global Connection under this Agreement.

8. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2 of the Level 3 Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Level 3 Interconnection Agreement, the effective date shall be January 1, 2001.

9. Global Connection shall accept and incorporate any amendments to the Level 3 Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

10. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Global Connection Inc. of America

Bassam Abdallah
Director of Operations
3947 Pleasantdale Road
Atlanta, GA 30340
Tel: 678-966-8507
Fax: 770-458-6773

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc

By: 

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 3/10/03

Global Connection Inc. of America

By: 

Name: BASSAM ABDALLAH

Title: Director of operations

Date: 03/06/03

Exhibit A**Schedule of Operating Affiliates for
Global Connection Inc. of America ("Global Connection")**

State	Operating Affiliate Name
AL	Global Connection Inc. of Alabama
FL	Global Connection, Inc. of America
GA	Global Connection Inc. of America
KY	Global Connection Inc. of Kentucky
MS	Global Connection of Mississippi, Inc.
NC	Global Connection, Inc. of North Carolina
SC	Global Connection of South Carolina, Inc.
TN	Global Connection Inc. of Tennessee